
State: District of Columbia **Filing Company:** Endurance American Insurance Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess
Product Name: Following Form Excess Liability Policies
Project Name/Number: Endurance - EXL Forms Filing/EXL-2020

Filing at a Glance

Company: Endurance American Insurance Company
Product Name: Following Form Excess Liability Policies
State: District of Columbia
TOI: 17.0 Other Liability-Occ/Claims Made
Sub-TOI: 17.0020 Commercial Umbrella and Excess
Filing Type: Form
Date Submitted: 01/09/2020
SERFF Tr Num: REGU-132215515
SERFF Status: Submitted to State
State Tr Num:
State Status:
Co Tr Num: EAIC-EXL-2020

Effective Date: On Approval
Requested (New):
Effective Date: On Approval
Requested (Renewal):
Author(s): Joanne Sullivan, Kelly Gunning
Reviewer(s):
Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

State: District of Columbia **Filing Company:** Endurance American Insurance Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess
Product Name: Following Form Excess Liability Policies
Project Name/Number: Endurance - EXL Forms Filing/EXL-2020

General Information

Project Name: Endurance - EXL Forms Filing

Status of Filing in Domicile: Pending

Project Number: EXL-2020

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/09/2020

State Status Changed:

Deemer Date:

Created By: Joanne Sullivan

Submitted By: Joanne Sullivan

Corresponding Filing Tracking Number:

Filing Description:

Endurance American Insurance Company (EAIC) is filing to introduce eight (8) new endorsements for use with Endurance's filed and approved Following Form Excess Liability Policy Program.

The use and attachment of any of these filed endorsements will be determined based upon the request of the insured, the underlying exposure of the risk in whole, and whether or not Endurance would entertain writing that risk.

Please note that the new endorsements do not have any premium/rate impact. The Rating of the policy will continue to be governed by our filed and approved Rating Plan Manual in your jurisdiction.

The target markets for this Company's Product continue to be large, unique and complex commercial Excess risks, with Risk Managers where the annual premium for all participating insurers is generally greater than or equal to \$100,000 annually.

Company and Contact

Filing Contact Information

Kelly Gunning, kellygunning@ircllc.com
Insurance Regulatory Consultants, 407-595-3218 [Phone]
LLC
231 W 29th Street
Suite 707
New York, NY 10001

Filing Company Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Endurance American Insurance Company	CoCode: 10641	State of Domicile: Delaware
767 Third Avenue	Group Code: 3219	Company Type:
5th Floor	Group Name: Sompo International	State ID Number:
New York, NY 10017	FEIN Number: 03-0350908	
(212) 209-6538 ext. [Phone]		

Filing Fees

Fee Required? No

Fee Explanation:

State: District of Columbia

Filing Company:

Endurance American Insurance Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess

Product Name: Following Form Excess Liability Policies

Project Name/Number: Endurance - EXL Forms Filing/EXL-2020

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		WILDFIRE SUBLIMIT	EXL 3059 1219	1219	END	New			EXL3059 1219 Wild Fire Sublimit.pdf
2		FOLLOWING FORM ENDORSEMENT	EXL 3060 1219	1219	END	New			EXL3060 1219 Following Form Endorsement.pdf
3		OPIOID AND NARCOTICS EXCLUSION	EXL 3061 1219	1219	END	New			EXL3061 1219 Opioid Exclusion.pdf
4		ELECTRONIC DATA EXCLUSION	EXL 3062 1219	1219	END	New			EXL3062 1219 Electronic Data Exclusion.pdf
5		NUTRACEUTICAL PRODUCTS EXCLUSION	EXL 3063 1219	1219	END	New			EXL3063 1219 Nutraceutical Products Data Exclusion.pdf
6		VIOLENT ACT EXCLUSION	EXL 3064 1219	1219	END	New			EXL3064 1219 Violent Act Exclusion.pdf
7		RETAINED LIMIT ENDORSEMENT AGGREGATE EXHAUSTION	EXL 3065 1219	1219	END	New			EXL3065 1219 Retained Limit Endorsement.pdf
8		OPIOID AND NARCOTICS EXCLUSION (Pharmacist Carve-Out)	EXL 3066 1219	1219	END	New			EXL3066 1219 Opioid Exclusion (Pharmacist Carve Out).pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

WILDFIRE SUBLIMIT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

It is agreed that:

This policy shall provide a sublimit of liability for all losses, damages, costs, attorney's fees, expenses and liability arising directly or indirectly out of "wildfire", including reimbursement to any party for the cost (including salaries, wages, benefits or expenses of your "employees") of fighting, suppressing, bringing under control or extinguishing a "wildfire", regardless of whether such "wildfire" was caused by human intervention or whether human intervention in the "wildfire" contributed to such "bodily injury", "property damage" or "personal and advertising injury", as follows:

SUBLIMITS OF INSURANCE: <<Wildfire Per Occurrence Limit>> EACH OCCURRENCE

<< Wildfire aggregate Limit >> AGGREGATE LIMIT

Such sublimit is part of and not in addition to the Limits of Insurance as stated in Item 4. of the Declarations of this policy and shall apply in excess of the "underlying limits of insurance" indicated in Item 5. of the Declarations and only to the extent that the coverage provided by the sublimit is covered by the "underlying insurance".

The following definition is added to the policy as respects this endorsement:

"Wildfire" means wildfire, brush fire, forest fire, vegetation fire, grass fire, desert fire, peat fire, bush fire, hill fire or any rapidly spreading, uncontrolled fire or conflagration of any description, including any mudslides arising therefrom.

This endorsement does not change any other provision of the policy.

FOLLOWING FORM ENDORSEMENT

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

It is agreed that:

Coverage under this policy shall follow the endorsement(s) of the policy referenced below, but only with regard to <<Followed Coverage Description>>.

COMPANY: <<Followed Company Name>>

POLICY NUMBER: <<Followed Policy Number>>

ENDORSEMENT NUMBER: <<Followed Endorsement Number>>

TITLE: <<Followed Endorsement Title>>

This endorsement does not change any other provision of the policy.

OPIOID AND NARCOTICS EXCLUSION

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to any liability based upon, arising out of, resulting from, in any way involving directly or indirectly, or in any way associated with any alleged or actual:

1. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion of, or addiction to any:
 - a. opioid or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, medperidine, methadone, oxycodone, or naloxone; or
 - b. controlled substance under the Controlled Substance Act or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;
2. Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/or addiction to any substance referenced in 1.a. or 1.b. above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; or
3. Failure to warn or inadequacy of any warning related to the addictive properties of any substance referenced in 1.a. or 1.b. above.

It is further agreed that in no event shall this policy recognize or be impacted by the erosion, reduction, or exhaustion of any "underlying insurance" by payment of "loss" or any other amounts based upon, arising out of, resulting from, in any way involving, or in any way associated with any injury, damage, or liability excluded by this endorsement.

This endorsement does not change any other provision of the policy.

ELECTRONIC DATA EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This policy shall not apply to any damage, cost, "loss", or liability arising out of, resulting from, in any way involving directly or indirectly, or in any way associated with any alleged or actual loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate "electronic data".

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This endorsement does not change any other provision of the policy.

NUTRACEUTICAL PRODUCTS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

It is agreed that:

This insurance does not apply to any "loss", liability, expense or damages arising out of, resulting from, involving or related in any way, either directly or indirectly, to "Nutraceutical Products".

As used in this endorsement, "Nutraceutical Products" means any dietary ingredient or digestible food or food product, including any nutritional supplement that provides or is marketed as providing medical, psychological or other health benefits including but not limited to the prevention or treatment of physical or mental ailments, improvement of health, delay of the aging process or increased life expectancy.

This endorsement does not change any other provision of the policy.

VIOLENT ACT EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

It is agreed that:

This insurance does not apply to any loss, cost, expense or liability based upon, arising directly or indirectly out of, resulting from, in any way involving, or in any way associated with any actual or alleged "Violent Act", including "Continuous or Related Acts".

This insurance shall not drop down or otherwise become excess of any reduced or exhausted underlying aggregate limit to the extent that such reduction or exhaustion is the result of any claim, damage, loss or expense that would be excluded under the Violent Act exclusion above.

The following definitions are added to this policy as respects this endorsement:

"Violent Act" means a malicious act or threat of a malicious act, involving the use of force or violence by any person or group of persons armed with a weapon, including but not limited to, a firearm, knife, machete, vehicle, aircraft, watercraft or chemical or explosive device.

"Continuous or Related Acts" means any claim alleging or arising out of the same occurrence or series of continuous, repeated or related occurrence, or alleging the same or similar facts, alleged or contained in any claim which has been reported, or any occurrence of which notice has been given, under any policy of which this policy is a renewal, replacement or succeeds in time.

.

This endorsement does not change any other provision of the policy.

RETAINED LIMIT ENDORSEMENT AGGREGATE EXHAUSTION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

1. In the event of exhaustion of underlying aggregate limits, the limits of this policy shall apply in excess of:

\$<<Retained Limit>>_Each Occurrence, Claim or Loss;

(hereinafter, the "Retained Limit"). The Retained Limit (i) shall be paid by the insured and remain uninsured; (ii) shall apply only to an Occurrence, Claim and Loss which would be covered under this policy; and (iii) shall not include defense expenses.

2. Unless we assume the defense of a claim as provided in Paragraph 3 of this Endorsement, the insured shall adequately investigate and defend the claim. The insured shall not agree to any settlement or incur any costs in excess of the Retained Limit without our written consent.
3. We shall have the right to assume charge of the defense and/or settlement of any claim where the insured's liability is reasonably likely to exceed the Retained Limit. If we can settle the claim for an amount in excess of the Retained Limit, upon written request from us, the insured shall tender such portion of the Retained Limit as we may deem necessary to complete the settlement.
4. (a) Whenever the insured has information from which it is reasonable to conclude that an "occurrence", claim, wrongful act, or error or omission involves injuries or damages which are reasonably likely to exceed the Retained Limit, written notice containing particulars thereof shall be given by or on behalf of the insured to us or any of our authorized agents as soon as practicable.

(b) If a claim or "suit" is brought against the insured which seems reasonably likely to exceed the Retained Limit, the insured shall immediately forward to us every notice, summons or other process received by him or his representative.

This endorsement does not change any other provision of the policy.

OPIOID AND NARCOTICS EXCLUSION (Pharmacist Carve-out)

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to any liability based upon, arising out of, resulting from, in any way involving directly or indirectly, or in any way associated with any alleged or actual:

1. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion of, or addiction to any:
 - a. opioid or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, medperidine, methadone, oxycodone, or naloxone; or
 - b. controlled substance under the Controlled Substance Act or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;
2. Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/or addiction to any substance referenced in 1.a. or 1.b. above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; or
3. Failure to warn or inadequacy of any warning related to the addictive properties of any substance referenced in 1.a. or 1.b. above.

However, this exclusion does not apply to “bodily injury”, “property damage”, or “personal or advertising injury” arising solely out of an individual insured pharmacist’s alleged negligent failure to correctly fill a prescription as prescribed by a licensed health care professional or physician, if such alleged negligent failure arises out of failing to supply: a) the correct drug, or, b) the appropriate dosage, as required by such prescription.

It is further agreed that in no event shall this policy recognize or be impacted by the erosion, reduction, or exhaustion of any “underlying insurance” by payment of “loss” or any other amounts based upon, arising out of, resulting from, in any way involving, or in any way associated with any injury, damage, or liability excluded by this endorsement.

This endorsement does not change any other provision of the policy.

State:	District of Columbia	Filing Company:	Endurance American Insurance Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
Product Name:	Following Form Excess Liability Policies		
Project Name/Number:	Endurance - EXL Forms Filing/EXL-2020		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Consulting Authorization
Comments:	
Attachment(s):	1 - Filing Authorization Letter - EAIC.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Filing Memo
Comments:	
Attachment(s):	1 - 2020 XS Endorsement Filing Memo final dd 1-7-20.pdf
Item Status:	
Status Date:	



LETTER OF FILING AUTHORIZATION

This will certify that Insurance Regulatory Consultants, LLC (IRC) has been given full authorization to submit the captioned filing below on behalf of **Endurance American Insurance Company**. This authorization extends to all correspondence regarding this filing.

David O. Davies

Name

January 8, 2020

Date

Director

Title

Endurance American Insurance Company

Company

212-209-6538

Signature

Telephone Number

**RE: Endurance American Insurance Company
NAIC #: 3219-10641; FEIN #: 03-0350908
Following Form Excess Liability Policies (EXL)**

David O. Davies
Director
767 Third Avenue, 5th Floor
New York, NY 10017
Direct Dial: 212-209-6538
Facsimile: 212-209-6501

FOLLOWING FORM EXCESS LIABILITY ENDORSEMENTS 2020 FILING MEMORANDUM

This filing is to introduce eight (8) new endorsements for use with Endurance's filed and approved Following Form Excess Liability Policy Program.

The use and attachment of any of these filed endorsements will be determined based upon the request of the insured, the underlying exposure of the risk in whole, and whether or not Endurance would entertain writing that risk.

Please note that the new endorsements do not have any premium/rate impact. The Rating of the policy will continue to be governed by our filed and approved Rating Plan Manual in your jurisdiction. The new endorsements are as follows:

1. EXL 3059 – Wildfire Sublimit
2. EXL 3060 – Following Form Endorsement
3. EXL 3061 – Opioid Exclusion
4. EXL 3062 – Electronic Data Exclusion
5. EXL 3063 – Nutraceutical Products Data Exclusion
6. EXL 3064 – Violent Act Exclusion
7. EXL 3065 - Retained Limit Endorsement
8. EXL 3066 – Opioid Exclusion (Pharmacist Carve Out)

The target markets for this Company's Product continue to be large, unique and complex commercial Excess risks, with Risk Managers where the annual premium for all participating insurers is generally greater than or equal to \$100,000 annually.

The agency distribution system for the Company involves relationships with retail and wholesale brokers.